



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

October 3, 2013

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: KIM JONES  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4584

SUBJECT: **AWARD NOTICE – Addendum 8 – Effective October 16, 2015**  
**CONTRACT NO. GSS13673-GRND\_MAINT**  
**Ground Maintenance with Related Equipment, Accessories & Supplies**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. CONTRACT USE**

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- a. **REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.
- b. Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- c. A competitive bidding and selection process was conducted by the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21. NJPA and Contractor established a contract for the purchase of landscaping and grounds related equipment, accessories and supplies on or around May 15, 2013 (hereinafter, "Master Agreement").

### **2. CONTRACT PERIOD**

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Each contractor's contract shall expire as indicated in vendor information.

### **3. VENDORS**

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<b>Contract # GSS13673-GRND_MAINTV01</b> NJPA Contract Number: 070313-AGI Contract Expires: August 19, 2017 FSF Vendor ID: 0000033769 Alamo Group (TX), Inc. DBA: <b>Alamo Industrial</b> Attn: Melanie De Leon 1502 E. Walnut St Seguin, TX 78155-5202 Phone: 800-882-5762, Ext 1594 Fax: 800-242-5266 Email: <a href="mailto:bids@alamo-group.com">bids@alamo-group.com</a> Website: <a href="http://www.alamo-industrial.com">www.alamo-industrial.com</a>	<b>Local Dealer:</b> <b>Atlantic Tractor LLC</b> <b>Contract # GSS13673-GRND_MAINTV09</b> FSF Vendor ID: 0000006283 301 East St Clayton, DE 19938-7707 Phone: 302-653-8536 or 800-367-2726 Fax: 410-648-2592 Email: <a href="mailto:scahall@atjd.net">scahall@atjd.net</a> Website: <a href="http://www.atlantictractor.net/clayton.htm">http://www.atlantictractor.net/clayton.htm</a>  <b>Atlantic Tractor LLC</b> <b>Contract # GSS13673-GRND_MAINTV09</b> FSF Vendor ID: 0000006283 2688 Pulaski Hwy Newark, DE 19702-3915 Phone: 302-834-0114 Fax: 302-834-2847 Email: <a href="mailto:tpatrick@atjd.net">tpatrick@atjd.net</a> Website: <a href="http://www.atlantictractor.net/glasgow.htm">http://www.atlantictractor.net/glasgow.htm</a>
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<p><b>Contract # GSS13673-GRND_MAINTV02</b>          NJPA Contract Number: 070313-DAC          Contract Expires: September 11, 2017          FSF Vendor ID: 0000022081  <b>Deere and Company</b>          Attn: Bill Frank          2000 John Deere Run          Cary, NC 27513-2789          Phone: 972-974-0984 or 800-358-5010          Email: <a href="mailto:frankwilliamd@johndeere.com">frankwilliamd@johndeere.com</a>          Website: <a href="http://www.johndeere.com">www.johndeere.com</a></p> <p>Agencies should submit P. O. to John Deere Company for processing, noting the NJPA and GSS contract numbers on the P.O. and the preferred delivering dealer. John Deere invoices the agency upon delivery of product. Delivery of product is by the designated delivering dealer.</p> <p>The purchasing agency will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business, for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under the warranties.</p>	<p><b>Local Dealers:</b>  <b>Atlantic Tractor LLC</b>  <b>Contract # GSS13673-GRND_MAINTV09</b>          FSF Vendor ID: 0000006283          301 East St          Clayton, DE 19938-7707          Phone: 302-653-8536 or 800-367-2726          Fax: 410-648-2592          Email: <a href="mailto:scahall@atjd.net">scahall@atjd.net</a>          Website: <a href="http://www.atlantictractor.net/clayton.htm">http://www.atlantictractor.net/clayton.htm</a></p> <p><b>Atlantic Tractor LLC</b>  <b>Contract # GSS13673-GRND_MAINTV09</b>          FSF Vendor ID: 0000006283          2688 Pulaski Hwy          Newark, DE 19702-3915          Phone: 302-834-0114          Fax: 302-834-2847          Email: <a href="mailto:tpatrick@atjd.net">tpatrick@atjd.net</a>          Website: <a href="http://www.atlantictractor.net/glasgow.htm">http://www.atlantictractor.net/glasgow.htm</a></p> <p><b>Foulk Lawn &amp; Equipment, Inc.</b>  <b>Contract # GSS13673-GRND_MAINTV10</b>          FSF Vendor ID: 0000024785          2018 Foulk Rd          Wilmington, DE 19810-3624          Phone: 302-475-3233          Email: <a href="mailto:foulklawn@verizon.net">foulklawn@verizon.net</a>          Website: <a href="http://www.foulklawn.com">www.foulklawn.com</a></p> <p><b>Taylor and Messick, Inc.</b>  <b>Contract # GSS13673-GRND_MAINTV11</b>          FSF Vendor ID: 0000024381          Contact: Jimmy Messick, Jr.          325 Walt Messick Rd          Harrington, DE 19952-3300          Phone: 302-398-3729 or 800-237-1272          Fax: 302-398-4732          Email: <a href="mailto:taylormessick@taylormessick.com">taylormessick@taylormessick.com</a>          Website: <a href="http://www.taylormessick.com">www.taylormessick.com</a></p>
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<p><b>Contract # GSS13673-GRND_MAINTV04</b>  NJPA Contract Number: 070313-DMM  Contract Expires: August 19, 2017  FSF Vendor ID: 0000199864  <b>Diamond Mowers, Inc.</b>  Attn: Tim Kubista  27134 S Parklane Dr  Sioux Falls, SD 57106-8000  Phone: 605-368-5865  Fax: 605-498-1222  Email: <a href="mailto:tkubista@diamondmowers.com">tkubista@diamondmowers.com</a>  Website: <a href="http://www.diamondmowers.com">www.diamondmowers.com</a></p>	<p><b>Local Dealers:</b>  <b>U.S. Municipal Supply</b>  <b>Contract # GSS13673-GRND_MAINTV15</b>  FSF Vendor ID: 0000019576  10583 Raystown Rd, Route 26  Huntington, PA 16652-7545  Phone: 814-627-4671 or 800-222-1980  Fax: 814-627-3381  Email: <a href="mailto:mss@usmuni.com">mss@usmuni.com</a>  Website: <a href="http://www.usmuni.com">www.usmuni.com</a></p> <p><b>Finch Services</b>  <b>Contract # GSS13673-GRND_MAINTV18</b>  FSF Vendor ID: 0000029526  1127 Littlestown Pike  Westminster, MD 21157-3005  Phone: 410-848-7211  Fax: 410-876-5808  Email: <a href="mailto:jmyers@finchinc.com">jmyers@finchinc.com</a>  Website: <a href="http://www.finchinc.com">www.finchinc.com</a></p>
<p><b>Contract # GSS13673-GRND_MAINTV05</b>  NJPA Contract Number: 070313-JCS  Contract Expires: August 20, 2017  FSF Vendor ID:  <b>Jacobsen, a division of Textron</b>  Attn: <b>Daniel Marsha</b>  11108 Quality Dr.  Charlotte, NC 28273-7714  Phone: <b>704-504-6582</b>  Fax: 704-504-6654  Email: <a href="mailto:dmarsha@textron.com">dmarsha@textron.com</a>  Website: <a href="http://www.jacobsen.com">www.jacobsen.com</a></p>	<p><b>Local Dealers:</b>  <b>Lawn &amp; Golf Supply Co., Inc.</b>  <b>Contract # GSS13673-GRND_MAINTV19</b>  FSF Vendor ID: 0000017677  647 Nutt Rd  Phoenixville, PA 19460-3347  Contact: Joseph W. Holman, Jr.  Phone: 610-933-5803  Fax: 610-933-8890  Email: <a href="mailto:holman@lawn-golf.com">holman@lawn-golf.com</a>  Website: <a href="http://www.jacobsen.com">www.jacobsen.com</a></p> <p><b>Horizon Distributors, Inc.</b>  <b>Contract # GSS13673-GRND_MAINTV20</b>  FSF ID: 0000122456  16031 Industrial Dr  Gaithersburg, MD 20877-1405  Contact: Barry Stocks  Phone: 301-948-2000  Fax: 301-948-5367  Email: <a href="mailto:barry.stocks@horizononline.com">barry.stocks@horizononline.com</a>  Website: <a href="http://www.jacobsen.com">www.jacobsen.com</a></p>

<p><b>Contract # GSS13673-GRND_MAINTV06</b>  NJPA Contract Number: 070313-KBA  Contract Expires: August 19, 2017  FSF Vendor ID: 0000127362  <b>Kubota Tractor Corporation</b>  Attn: Tim Bauer  3401 Del Amo Blvd  Torrance, CA 90503-1636  Phone: 310-303-7836  Email: <a href="mailto:tbauer@kubota.com">tbauer@kubota.com</a>  Website: <a href="http://www.kubota.com/">http://www.kubota.com/</a></p> <p>Agencies can contact Kubota Direct Sales for a quote and assistance with product specifications and selection. Local dealers can provide product information; help with specifications and product selection.  Contact Kubota Direct Sales for a quote with appropriate discounts and added cost items like Freight, Dealer Preparation and Delivery Fees.</p> <p>Agencies will issues a P.O. to Kubota Tractor Corporation. Remittance will be to Kubota Tractor Corporation, Torrance, CA.</p> <p>Warranty will be provided by the local delivering Kubota Dealer.</p>	<p><b>Local Dealers:</b>  <b>Hoober, Inc.</b>  <b>Contract # GSS13673-GRND_MAINTV16</b>  FSF Vendor ID: 0000006985  1130 Middletown Warwick Rd.  Middletown, DE 19709-9096  Phone: 302-378-9555  Fax: 302-378-0634  Email: <a href="mailto:hoober@hoober.com">hoober@hoober.com</a>  Website: <a href="http://www.hoober.com">www.hoober.com</a></p> <p><b>Hoober, Inc.</b>  <b>Contract # GSS13673-GRND_MAINTV16</b>  FSF Vendor ID: 0000006985  6367A Stein Highway  Seaford, DE 19973-6942  Phone: 302-378-9555  Fax: 302-378-0634  Email: <a href="mailto:hoober@hoober.com">hoober@hoober.com</a>  Website: <a href="http://www.hoober.com">www.hoober.com</a></p> <p><b>Burke Equipment Company</b>  <b>Contract # GSS13673-GRND_MAINTV17</b>  FSF Vendor ID: 0000026253  2063 Pulaski Hwy  Newark, DE 19702-3503  Phone: 302-737-3100  Fax: 302-737-3578  Email: <a href="mailto:chris@burkeequipment.com">chris@burkeequipment.com</a>  Website: <a href="http://www.burkeequipment.com">www.burkeequipment.com</a></p> <p><b>Burke Equipment Company</b>  <b>Contract # GSS13673-GRND_MAINTV17</b>  FSF Vendor ID: 0000026253  54 Andrews Lake Rd.  Felton, DE 19943-4633  Phone: 302-284-0123  Fax: 302-284-0225  Email: <a href="mailto:mbabbitt@burkeequipment.com">mbabbitt@burkeequipment.com</a>  Website: <a href="http://www.burkeequipment.com">www.burkeequipment.com</a></p> <p><b>Burke Equipment – Seaford, Inc.</b>  <b>Contract # GSS13673-GRND_MAINTV17</b>  FSF Vendor ID: 0000026253  11196 East Snake Rd.  Delmar, DE 19940-3452  Phone: 302-629-7500  Fax: 302-629-5570  Email: <a href="mailto:cwagner@burkeequipment.com">cwagner@burkeequipment.com</a>  Website: <a href="http://www.burkeequipment.com">www.burkeequipment.com</a></p>
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**Contract #: GSS13673-GRND\_MAINTV03**

NJPA Contract Number: 070313-LPI  
FSF Vendor ID: 0000189787  
Contract Expires: August 20, 2017  
Great Plains Manufacturing, Inc.  
DBA: **Land Pride**  
Attn: Dee Warren or Bob Fulton  
1525 E North St  
Salina, KS 67401-8562  
Phone: 785-822-6757 or 785-823-3276, ext 1313  
Fax: 785-270-9302  
Email: [dee.warren@landpride.com](mailto:dee.warren@landpride.com) or  
[bob.fulton@landpride.com](mailto:bob.fulton@landpride.com)  
Website: [www.landpride.com](http://www.landpride.com)

**Local Dealers:**

**Burke Equipment Company**  
**Contract # GSS13673-GRND\_MAINTV17**  
FSF Vendor ID: 0000026253  
2063 Pulaski Hwy  
Newark, DE 19702-3503  
Phone: 302-737-3100  
Fax: 302-737-3578  
Email: [chris@burkeequipment.com](mailto:chris@burkeequipment.com)  
Website: [www.burkeequipment.com](http://www.burkeequipment.com)

**Burke Equipment Company**  
**Contract # GSS13673-GRND\_MAINTV17**  
FSF Vendor ID: 0000026253  
54 Andrews Lake Rd.  
Felton, DE 19943-4633  
Phone: 302-284-0123  
Fax: 302-284-0225  
Email: [mbabbitt@burkeequipment.com](mailto:mbabbitt@burkeequipment.com)  
Website: [www.burkeequipment.com](http://www.burkeequipment.com)

**Burke Equipment – Seaford, Inc.**  
**Contract # GSS13673-GRND\_MAINTV17**  
FSF Vendor ID: 0000026253  
11196 East Snake Rd.  
Delmar, DE 19940-3452  
Phone: 302-629-7500  
Fax: 302-629-5570  
Email: [cwagner@burkeequipment.com](mailto:cwagner@burkeequipment.com)  
Website: [www.burkeequipment.com](http://www.burkeequipment.com)

**Hoober, Inc.**  
**Contract # GSS13673-GRND\_MAINTV16**  
FSF Vendor ID: 0000006985  
1130 Middletown Warwick Rd.  
Middletown, DE 19709-9096  
Phone: 302-378-9555  
Fax: 302-378-0634  
Email: [hoober@hoober.com](mailto:hoober@hoober.com)  
Website: [www.hoober.com](http://www.hoober.com)

**Bell Creek Equipment, LLC**  
**Contract # GSS13673-GRND\_MAINTV15**  
Contact: Kevin Lyons  
21927 Dover Bridge Rd  
Preston, MD 21655-1626  
Phone: 410-673-2700  
Fax: 410-673-2730  
Email: [bellcreek@comcast.net](mailto:bellcreek@comcast.net)  
Website: [www.bellcreekequipment.com](http://www.bellcreekequipment.com)

**Contract # GSS13673-GRND\_MAINTV13**

Virginia Contract Number: E194-1485

FSF Vendor ID: 0000179484

Contract Expires: November 4, 2015

**The Toro Company**

Attn: Peter Whitacre

8111 Lyndale Ave S

Bloomington, MN 55420-1196

Phone: 952-888-8801

Cell: 612-963-0892

Fax: 952-887-8694

Email: [peter.whitacre@toro.com](mailto:peter.whitacre@toro.com)

Website: [www.thetorocompany.com](http://www.thetorocompany.com)

[Toro- Specifications](#)

Equipment furnished under this Contract is warranted for a minimum of one year after receipt of Equipment or by the most favorable commercial warranty offered by the contractor given to any customer for such goods or services. The contractor's equipment sold under this Contract comes with the manufacturer's standard warranty that exceeds the minimum 12-month requirement. The End Users may purchase an extended warranty services agreement at the Contractor's standard extended warranty service rate agreed upon by the End Users and Contractor's local distributor, prior to purchase of the new equipment.

The Contractor shall provide material Safety Data sheets and descriptive literature, if applicable, upon request.

Contractor must provide warranty service and aftermarket services, if requested by an agency (for equipment purchased under this Contract), through their local Distributor. The Distributor's service rates are not subject to the OEM's Contract discount(s). Service rates shall be quoted by the Contractor or Distributor and approved by the End User or agencies authorized personnel, prior to entering an order.

**Local Dealer:**

**Turf Equipment and Supply Company, Inc.**

**Contract # GSS13673-GRND\_MAINTV14**

FSF Vendor ID: 0000029837

Contact: Tina du'Monceau, Ext 3985

8015 Dorsey Run Rd

Jessup, MD 20794-9380

Phone: 410-799-5575 or 800-827-3711

Fax: 410-799-6953 or 888-384-8676

Email: [tinadumonceau@turf-equipment.com](mailto:tinadumonceau@turf-equipment.com)

Web: [www.turf-equipment.com](http://www.turf-equipment.com)



<b>Contract #: GSS13673-GRND_MAINTV12</b> NJPA Contract Number: 070313-VRM FSF Vendor ID: 0000134387 Contract Expires: September 11, 2017 <b>Vermeer Corporation</b> Attn: Jerry Beyer or Jodi Schnell 1210 Vermeer Rd East Pella, IA 50219-7660 Phone: 641-621-8146 or 641-621-7885 Fax: 641-621-8185 Email: <a href="mailto:jbeyer@vermeer.com">jbeyer@vermeer.com</a> or <a href="mailto:jschnell@vermeer.com">jschnell@vermeer.com</a> Website: <a href="http://www.vermeer.com">www.vermeer.com</a>	<b>Local Dealers:</b> <b>Vermeer Mid-Atlantic, Inc</b> <b>Contract # GSS13673-GRND_MAINTV08</b> FSF ID: 0000029582 Contact: John Vox 8830 Corridor Rd Annapolis Junction, MD 20701-1159 Phone: 301-498-5200 or 800-492-1274 Fax: 301-498-8720 Email: <a href="mailto:annapolisjunction.md@vermeermidatlantic.com">annapolisjunction.md@vermeermidatlantic.com</a> Website: <a href="http://www.vermeermidatlantic.com">www.vermeermidatlantic.com</a>
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#### 4. **SHIPPING TERMS**

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FOB Shipping point.

#### 5. **DELIVERY AND PICKUP**

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The vendor will deliver the purchased equipment.

#### 6. **PRICING**

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See the Pricing Spreadsheet.

### **ADDITIONAL TERMS AND CONDITIONS**

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#### 7. **BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

#### 8. **PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

#### 9. **PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.



## **10. ORDERING PROCEDURE**

- a. Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.
- b. To order Toro equipment, agencies must contact the "local distributor".

## **11. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS13673-GRND\_MAINT, on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **12. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## **13. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **14. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This

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- includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
  - e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.